



STEVE COOLEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER  
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

July 19, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#23 JULY 19, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ENTER INTO A THREE-YEAR AGREEMENT WITH THE STATE OF CALIFORNIA VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD TO ADMINISTER THE VICTIMS OF CRIME REVOLVING FUND FOR THE CLAIMS VERIFICATION PROGRAM FOR FISCAL YEARS 2011-12, 2012-2013, AND 2013-2014 ALL DISTRICTS (3 VOTES)**

**SUBJECT**

The District Attorney is requesting authority to enter into an agreement with the Victim Compensation and Government Claims Board (VCGCB) and continue the administration of the revolving fund for the Victims of Crime Program of the Claims Verification Program for the period of July 1, 2011 through June 30, 2014. This program pays for costs including the funeral/burial expenses for families of victims of crime, and relocation costs for victims of domestic violence and/or sexual assault.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Adopt and affix a wet signature to the attached Resolution authorizing the Los Angeles County District Attorney to enter into an agreement with VCGCB to continue the administration of the revolving fund for the Victims of Crime Program during the period of July 1, 2011 to June 30, 2014. Under this Agreement, the County will pay funeral/burial expenses for families of victims of crime and pay relocation costs for victims of domestic violence and or/sexual assault on behalf of the State.
2. Authorize the District Attorney or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the VCGCB Agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the VCGCB Agreement is to allow the District Attorney's Office (DA) to provide assistance to victims of crime, by eliminating the need to wait for reimbursement from VCGCB, and by facilitating the payment of emergency relocation costs of victims of domestic violence and/or sexual assault. The VCGCB not only expedites reimbursement to crime victims but also enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities.

The VCGCB Agreement requires Board adoption of the enclosed Resolution to accept funding. This has been approved as to form by County Counsel.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the Los Angeles County Strategic Plan Goal 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

A revolving fund of \$200,000 is continuously replenished by the VCGCB as costs are incurred for the Victims of Crime Program. Funding has been included in the DA's Adopted budget for FY 2011 12. There is no Net County Cost associated with this Agreement.

In light of the State budget situation, if funding for this program were to be terminated, the \$200,000 revolving fund advance would be returned to the State of California. The reimbursement to, or on behalf of, victims of crime would therefore be discontinued.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Penal Code Section 13835.2, the Los Angeles County Board of Supervisors designated the DA as the major provider of comprehensive services to victims and witnesses of crime for the County. The District Attorney's Claims Verification Unit has verified and submitted claims to the State for un-reimbursed financial losses, incurred by victims of crime, for the past twenty-two (22) years.

Funeral/burial and relocation payments made to victims and families totaled \$2,958,006 for FY 2008-09, and \$2,823,134 for FY 2009-10.

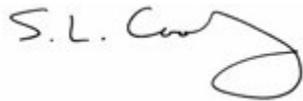
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This program does not propose attorney staff augmentation. Therefore, the DA is not subject to the Board motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

**CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board letter, and six (6) copies of the approved Resolution with a wet signature, to Myrna F. Tanalega, Grants Section, District Attorney's Office, 201 North Figueroa Street, Suite 1300 Los Angeles, California 90012. Any questions may be directed to Ms. Tanalega at (213) 202-7683 or via email at [mtanalega@da.lacounty.gov](mailto:mtanalega@da.lacounty.gov).

Respectfully submitted,

A handwritten signature in black ink that reads "S. L. Cooley". The signature is written in a cursive style with a large, looping flourish at the end.

STEVE COOLEY

District Attorney

no

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

1                                   **BOARD OF SUPERVISORS**  
2                                   **COUNTY OF LOS ANGELES**  
3                                   **RESOLUTION**

4                   Accept Victims of Crime Revolving Fund Agreement with the State of California  
5                                   Victim Compensation and Government Claims Board  
6                                   Pursuant to California Penal Code Section 13835 et seq

7                   **WHEREAS**, the County of Los Angeles is charged with providing vital  
8                   services in the area of courts, law enforcement, and adult and juvenile justice to  
9                   a population in excess of ten million persons; and

10                   **WHEREAS**, the County of Los Angeles Office of the District Attorney (DA)  
11                   is authorized, pursuant to Government Code Section 26500.5, to enter into an  
12                   Agreement for the receipt of Federal and/or State reimbursement from the State  
13                   Victim Compensation and Government Claims Board (VCGCB) for the nature of  
14                   services contemplated herein; and

15                   **WHEREAS**, the Board of Supervisors of the County of Los Angeles,  
16                   pursuant to Penal Code Section 13835.2, has designated the DA, through its  
17                   Victim-Witness Assistance Program, as the major provider of comprehensive  
18                   services to victims and witnesses of crime; and

19                   **WHEREAS**, the VCGCB has been authorized to reimburse verified  
20                   funeral/burial claims and domestic violence relocation expenses; and

21                   **WHEREAS**, the County of Los Angeles, acting through its Board of  
22                   Supervisors, desires continued participation in programs for the verification of  
23                   victim claims and payment of funeral/burial and domestic violence relocation  
24                   expenses within its program area, for the three-year period commencing  
25                   July 1, 2011 and ending June 30, 2014, and has the capability of providing such  
26                   services through the DA's Claims Verification Unit; and

**WHEREAS**, the VCGCB has allocated funds for County fiscal years  
2011-12, 2012-13, and 2013-14 for the DA's Claims Verification Unit for these  
specific tasks;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of  
the County of Los Angeles, hereby authorizes the DA to enter into an Agreement

1 for a period of thirty-six months commencing July 1, 2011 and ending  
2 June 30, 2014 with VCGCB for the above-referenced programs;

3 **BE IT FURTHER RESOLVED** that the State funds received hereunder  
4 shall not be used to supplant local funds controlled by this body;

5 **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County  
6 of Los Angeles hereby authorizes the District Attorney or his designee, to serve  
7 as Project Director for said program, on behalf of Los Angeles County, and to  
8 perform all further tasks necessary for the completion of the project, including  
9 execution and submission of amendments, progress reports and payment  
10 requests to the Agreement.

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1 I DO HEREBY CERTIFY that at a regular meeting of the Board of  
2 Supervisors of the County of Los Angeles on the 19<sup>th</sup> day of  
3 July, 2011, the foregoing Resolution was adopted.

4 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
5 seal of the Board of Supervisors of the County of Los Angeles this 19<sup>th</sup> day  
6 of July, 2011.



7 County of Los Angeles

8 By Mike Antonovich  
9 Mayor, Board of Supervisors

10 SACHI A. HAMAI,  
11 Executive Officer-Clerk of the  
12 Board of Supervisors of the  
13 County of Los Angeles

14 By Benjamin Zavala  
15 Deputy

16  
17 APPROVED AS TO FORM  
18 BY COUNTY COUNSEL:

19 ANDREA SHERIDAN ORDIN

20 By Jennifer Lehman  
21 Jennifer Lehman  
22 Principal Deputy County Counsel



**EXHIBIT A**

**SCOPE OF WORK**

1. This agreement is entered into by the Victim Compensation and Government Claims Board (VCGCB), an agent of the State of California, and the County of Los Angeles (Contractor). The purpose of this agreement is to establish a process by which the Contractor may pay expenses on an emergency basis when the claimant would suffer substantial hardship if the payment was not made and when the payment would help the claimant with an immediate need.
  - a. Contractor shall pay emergency expenses pursuant to Government Code Section 13952.5(c) (3) in the categories listed below, according to the Revolving Fund Procedures (Attachment III to this contract).
  - b. The Contractor shall pay emergency expenses using its revolving fund for the County of Los Angeles. For a detailed description of revolving fund procedures, please refer to Attachment III.
    - i. Payment of verified funeral/burial expenses;
    - ii. Payment of verified relocation expenses for victims of domestic violence and/or sexual assault.
    - iii. Payment of verified crime scene clean-up expenses; and
    - iv. Payments of other verified emergency losses with the approval of the County Liaison and Support Section Manager, the Assistant Deputy Executive Officer of the Victim Compensation Program, or the Deputy Executive Officer of the Victim Compensation Program.
  - c. The Contractor shall also ensure that staff who authorize emergency payments are different from staff who issue the emergency payments, as required by Government Code Section 13400 known as the Financial Integrity and State Manager's Accountability Act of 1982 (FISMA).

The Contractor shall ensure that the staff persons assigned to functions under this contract do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this contract do not collect restitution or serve as a restitution specialist.

In addition, the Contractor shall obtain VCGCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function.

- d. The Contractor shall establish and enforce procedures to ensure that funds paid under this agreement are released only to the person authorized by the claimant to receive the funds or to the provider of services or commodities paid for under this agreement.
- e. The VCGCB shall report all reimbursements made to the Contractor for expenses under this agreement to the Internal Revenue Service (IRS).
- f. The Contractor shall exercise internal control over the issuance of funds and requests for reimbursement of funds to replenish the accounts.

**EXHIBIT A**

**SCOPE OF WORK**

- g. If an overpayment is identified as a result of the Contractor's failure to follow the terms established in this agreement, the Contractor shall follow procedures set out below. The Contractor agrees that it shall not file a deficiency claim under SAM Section 8072, or any provision, for reimbursement from the VCGCB for any deductions under this provision.

    - i. The Contractor shall report any overpayments or suspected overpayments to the County Liaison and Support Section at the VCGCB as soon as said overpayments are identified.
    - ii. The Contractor is responsible for collecting the amount of an overpayment from the overpaid party if the overpayment resulted from the Contractor's failure to follow the terms of this agreement.
    - iii. The Contractor shall reimburse the VCGCB for any overpayments identified as a result of the Contractor's failure to follow the terms established in this agreement. Reimbursement should be made by September 30<sup>th</sup> of each year for any overpayments that may be outstanding.
  - h. The Contractor shall use all forms and processes required by the VCGCB. For a detailed description of Revolving Fund Procedures, refer to Attachment III of this contract.
  - i. The Contractor shall only use information collected under this contract for the purpose of verifying and adjudicating claims.
  - j. The Contractor will use CaRES (Compensation and Restitution System), the VCGCB automated claims management system to perform the work under this contract. The Contractor shall ensure that all Contractor staff persons performing duties under this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of the CaRES system.
  - k. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries and are treated with sensitivity and respect. Should the VCGCB communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to the VCGCB within a reasonable time as requested by the VCGCB.
2. The term of this agreement shall be July 1, 2011 through June 30, 2014.

**EXHIBIT A**  
**SCOPE OF WORK**

3. The services shall be performed at:

County of	Los Angeles
Office	Victim Witness Center
Address	3204 North Rosemead Blvd., Suite 200
City, State, Zip	El Monte, CA 91731

4. The services shall be provided during regular business hours, Monday through Friday, except holidays. At the beginning of each fiscal year the Contractor shall provide a list of scheduled holidays for the coming year. The Contractor shall obtain approval from the CLASS Manager in advance for any temporary changes in schedule or operating hours.

5. The project representatives during the term of this agreement will be:

State Agency: Victim Compensation and Government Claims Board	Contractor: Los Angeles County, District Attorney
Name: Christie Munson, County Liaison and Support Section Manager	Name: Donna Wills
Phone: (916) 491-3764	Phone: (626) 927-2525
Fax: (916) 491-6425	Fax: (626) 569-9541
Email: <a href="mailto:Christie.Munson@vcgcb.ca.gov">Christie.Munson@vcgcb.ca.gov</a>	Email: DWills@da.lacounty.gov

Direct all inquiries to:

State Agency: Victim Compensation and Government Claims Board	Contractor: Los Angeles County, District Attorney
Section/Unit: Business Services Section	Section/Unit: Grants Section
Attention: Robin Baglietto	Attention: Kimberly Leong
Address: 400 "R" Street, Suite 400 Sacramento, CA 95811	Address: 201 North Figueroa Street, Suite 1300 Los Angeles, CA 90012
Phone: (916) 491-6470	Phone: (213) 202-7718
Fax: (916) 491-6401	Fax: (213) 250-8757
Email: <a href="mailto:Robin.Baglietto@vcgcb.ca.gov">Robin.Baglietto@vcgcb.ca.gov</a>	Email: KLeong@da.lacounty.gov

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. REVOLVING FUND**

The VCGCB advanced the Contractor \$200,000.00: \$100,000.00 in fiscal year 1999/2000, and \$100,000.00 in fiscal year 2000/2001, as authorized by Government Code Section 6504, to pay qualifying claims (Exhibit A.1b). The Contractor shall exercise appropriate internal records over the issuance of funds and requests for reimbursement of funds to replenish the account.

The Contractor shall use the revolving funds to assist applicants who have immediate need for payment of an expense, where the applicant would suffer a substantial financial hardship without such emergency payment. The Contractor shall receive and verify applications and requests for reimbursement according to the procedures established by the VCGCB for emergency awards. Upon verification, the Contractor shall issue payments from the revolving fund for allowed emergency expenses. The Contractor shall then use the VCGCB claims management system to issue a payment to replenish the revolving fund, according to the process set out in the Revolving Fund Procedures (Attachment III to this contract) and any other subsequent procedures required by the VCGCB.

The Contractor shall submit a written description of the procedures for operating the revolving fund (Attachment VII to this contract). The description shall include a list of all personnel authorized to request a disbursement from the Revolving Fund, and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the fund is operated and copies of any forms that are used in the distribution of the funds.

**2. BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the VCGCB shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the VCGCB shall have the option to either terminate this agreement with no liability to the VCGCB, or offer an amendment of this agreement to the Contractor to reflect the reduced amount.

**3. REPORTING REVOLVING FUND USE**

- a. Each month the Contractor shall submit a written accounting of the disbursements from, and reimbursements to, the Contractor's revolving fund account on the JP County Revolving Fund Disbursement Log (Attachment IV to this contract). The report is due to the VCGCB Accounting Manager with a copy to the County Liaison and Support Section by the tenth (10<sup>th</sup>) day of each month.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

1. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for the VCGCB shall not:

- a. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: providing services that could be compensated under the VCP program.
- c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- d. Provide confidential information to anyone not authorized to receive the information.
- e. Provide or use the names of persons or records of the VCGCB for a mailing list which has not been authorized by the VCGCB.
- f. Represent himself or herself as a VCGCB employee.
- g. Take any action with regard to a Victim Compensation Claim, or restitution matter with the intent to obtain private gain or advantage.
- h. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party; or
- i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under the contract and is done in an appropriate manner.

All confidential information obtained during the performance of the contract duties shall be held in strict confidence.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to the VCGCB is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person should no longer be assigned to perform the services required by the contract. Any questions should be directed to the VCGCB's Legal Office.

2. PERFORMANCE ASSESSMENT

The VCGCB shall assess and evaluate the Contractor's performance in a manner consistent with those assessments and evaluations currently in place for the VCGCB's claims processing staff.

- a. The VCGCB shall monitor performance under the contract and periodically report performance to the Contractor.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

- b. The VCGCB reserves the right to revoke the access code of any Contractor's staff whose performance is consistently poor or below average based on the performance criteria used by the VCGCB. Any Contractor's staff whose access code has been revoked shall no longer be authorized to process claims. Subsequently, the VCGCB may agree to allow any such employee to work under this agreement.

**3. PROGRAM EVALUATION AND MONITORING**

The Contractor shall make available to the VCGCB, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

**4. RETURN OF REVOLVING FUNDS**

The VCGCB reserves the right to request, upon thirty (30) days written notification, the return of all Revolving Fund monies to be deposited into the VCGCB Restitution Fund.

**5. CONFIDENTIALITY OF RECORDS**

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as are applicable to the State. This includes the protection of any extractions of the VCGCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the VCGCB (refer to VCGCB Information Security Policy Memo 06-00-003, Attachment I to this contract).

The VCGCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or the Legal Office.

The VCGCB's Public Information Officer (PIO) in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the VCGCB's PIO.

The Contractor shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the VCGCB. The Contractor shall complete and submit a signed Confidentiality Statement (Attachment II to this contract) to:

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

Victim Compensation and Government Claims Board  
Attn: Robin Baglietto, Associate Business Management Analyst  
Business Services Section  
400 "R" Street, Suite 400  
Sacramento, CA 95811

The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties under this contract and shall indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of VCGCB records by such staff persons.

**6. SUBPOENAS**

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all Victim Compensation Program subpoenas and document requests shall be served upon the California Victim Compensation and Government Claims Board.

The Contractor shall inform a server of a subpoena that the subpoena shall be personally served on the California Victim Compensation and Government Claims Board at 400 R Street, 5<sup>th</sup> Floor, Sacramento, CA, 95811, Attn: Legal Office. The Contractor may also contact the Legal Office at 916-491-3605 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide the VCGCB with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

**7. RETENTION OF RECORDS**

The Contractor shall retain all documents related to applications entered into CaRES (Compensation and Restitution System), the VCGCB claims management database, for one year from the date the document is received. After one year, the Contractor shall contact the County Liaison and Support Section to make arrangements for the documents to be destroyed consistent with Imaged Document Confidential Destruct Policy Memo Number 09-001 (Attachment VII to this contract).

The Contractor shall not destroy any files or records without written authorization from the VCGCB.

The Contractor shall retain claim files related to applications filed using the former claims management database, VOX, in its file rooms for at least two (2) years after the claim's last activity date or as otherwise required by the VCGCB. The VCGCB will notify the Contractor if

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

or when "inactive" files need to be sent to the VCGCB. The Contractor shall not destroy any files or records without written authorization from the VCGCB.

8. TERMINATION FOR CONVENIENCE

The VCGCB or the Contractor reserves the right to terminate this agreement upon thirty (30) days written notice to the other. In such an event, the Contractor shall be compensated for actual costs incurred in accordance with the terms of the agreement up to the date of termination. Invoicing of the above-mentioned costs shall be submitted to the VCGCB within thirty (30) calendar days of the date of termination.

9. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and VCGCB guidelines, procedures, directives and memos as they pertain to the performance of this agreement.

<b>POLICY MEMO</b>		MEMO NUMBER: 06-00-003
SUBJECT: <b>VCGCB Information Security Policy</b>		DATE ISSUED: November 15, 2006
REPLACES: Policy # NA		EFFECTIVE DATE: December 1, 2006
REFERENCE: State and Consumer Services Agency, Information Security Program		ISSUING DIVISION: EXEC / ISO
<b>Purpose</b>	The Victim Compensation and Government Claims Board (VCGCB) Information Security Policy defines the rules for information security that apply to our business activities. This policy also provides a foundation for additional practices and standards that will more specifically communicate VCGCB rules related to information security.	
<b>Information Security Program</b>	The VCGCB has established an Information Security Program to protect the confidentiality, availability, integrity and privacy of VCGCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the VCGCB strategic goals and securely achieves its objectives and priorities.  (Related California Code: Government Code Sec. 11771; SAM 4841)	
<b>Responsibility</b>	<p>The Information Security Officer is responsible for developing, implementing, and operating the Information Security Program. The Information security Officer Reports directly to the VCGCB Executive Officer.</p> <p>The Information Security Officer will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all VCGCB information and supporting assets. The Information Security Officer also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.</p> <p>The Information Security Officer chairs the Information Security Advisory Committee that includes members representing all VCGCB divisions. The Information Security Advisory Committee is responsible for reviewing, advising and recommending approval of information security practices and standards.</p> <p>The Information Systems Section is responsible for the implementation and administration of VCGCB information security policies, practices, and guidelines for all VCGCB information systems and networks.</p>	

	<p>All VCGCB employees, consultants, and contractors are responsible for protecting VCGCB information assets and complying with VCGCB information security policies, practices, and guidelines. All VCGCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the Information Security Officer.</p> <p>(Related authorities: Government Code Sec. 11771; SAM 4841.1)</p>
<p><b>Compliance</b></p>	<p>All VCGCB employees, consultants, and contractors must comply with VCGCB Information Security policies, practices, and guidelines.</p> <p>Failure to comply with VCGCB Information Security policies, practices, and guidelines by State employees may result in disciplinary action up to and including termination of State employment. Failure to comply with VCGCB Information Security policies, practices, and guidelines by consultants or contractors may result in punitive action up to and including termination of their contract.</p> <p>In some cases, the failure to comply with VCGCB Information Security policies, practices, and guidelines may result in additional civil and criminal penalties.</p> <p>Compliance of VCGCB divisions and offices with VCGCB Information Security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices.</p> <p>The VCGCB overall compliance with Information Security policies, practices, and guidelines will be monitored by the Information Security Officer.</p> <p>(Related California Code: Government Code Secs. 19570-19589, 19590-19593, 19990; Penal Code Secs. 502; SAM 4841.2)</p>
<p><b>Risk Management</b></p>	<p>The VCGCB will identify and mitigate risks to the confidentiality, availability, and integrity of VCGCB information assets. Information security risks must be reported to the owner of the information or information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.</p> <p>The Information Security Officer operates the Information Security Risk Management program. Under this program, the Information Security Officer participates in the development of new information systems and periodically assess existing information systems to identify and mitigate information security risks. The Information Security Officer works with the appropriate VCGCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.</p> <p>(Related California Code: Government Code Sec. 11773)</p>

<p><b>Life Cycle Planning</b></p>	<p>The VCGCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.</p> <p>Projects will comply with all applicable Information Security Policies and Practices and include provisions for the effective implementation and administration of the information security processes required for compliance.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78)</p>
<p><b>Awareness and Training</b></p>	<p>The VCGCB maintains a mandatory information security awareness program. The Information Security Officer will ensure that the appropriate information security awareness training is provided to all VCGCB employees, consultants, and contractors.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78)</p>
<p><b>Physical Security</b></p>	<p>The VCGCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive VCGCB business areas.</p> <p>(Related California Code: Government Code Sec. 11771)</p>
<p><b>Contingency and Disaster Preparedness</b></p>	<p>The VCGCB Business Services Section ensures that the VCGCB has sufficient plans, resources, and staff to keep critical VCGCB business functions operating in the event of disruptions.</p> <p>Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.</p> <p>(Related California Code: Government Code Secs. 11773, 14740-14769)</p>
<p><b>Incident Handling</b></p>	<p>The VCGCB Information Security Officer implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.</p> <p>All VCGCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The VCGCB investigates information security violations and incidents and referring them to state and federal authorities when appropriate.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771; Penal Code Secs. 502)</p>

<p><b>Identification and Authentication</b></p>	<p>All users are individually identified to the information system(s) they use. Their identity is verified to the system using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.</p> <p>The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.</p> <p>(Related California Code: Government Code Secs. 11771, 20230)</p>
<p><b>Access Control</b></p>	<p>Access to all VCGCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current VCGCB duties.</p> <p>VCGCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their VCGCB duties.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 6250-6270, 11771)</p>
<p><b>Audit Trail</b></p>	<p>All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.</p> <p>Audit trail records must be provided whenever access to a VCGCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.</p> <p>Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a VCGCB information system.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771)</p>
<p><b>Data Ownership</b></p>	<p>All information assets have a Data Owner who is assigned by VCGCB management. The Data Owner is responsible for authorizing access to the information, assignment of custody for the information, classifying the information, and approving any contingency plans affecting the information.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771, 14740-14769, 20230)</p>
<p><b>Information Classification</b></p>	<p>All VCGCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to</p>

	<p>VCGCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of VCGCB operations.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771, 11772, 20230)</p>
<p><b>Information System Security Practices</b></p>	<p>All VCGCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All VCGCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the Information Security Officer has approved a specific exception.</p> <p>(Related California Code: Government Code Sec. 11771)</p>
<p><b>Where to file this memo</b></p>	<p>File this Memo in the Administrative Policy Manual</p>
<p><b>Who to contact for questions</b></p>	<p>For any questions about this Memo please contact your supervisor or manager, or the VCGCB Information Security Officer by e-mail at <a href="mailto:iso@vcgcb.ca.gov">iso@vcgcb.ca.gov</a></p>
<p><b>Distribution List</b></p>	<p>All VCGCB Staff</p>



STATE OF CALIFORNIA  
ARNOLD SCHWARZENEGGER, Governor

FRED AGUIAR  
Secretary  
State and Consumer Services Agency  
Chairperson  
JOHN CHIANG  
State Controller  
Board Member  
MICHAEL A. RAMOS  
San Bernardino County District Attorney  
Board Member  
JULIE NAUMAN  
Executive Officer

**CONFIDENTIALITY STATEMENT**

It is the policy of the California Victim Compensation and Government Claims Board (VCGCB) that all computerized files and data that contain Board client information, as well as all information and documents associated with such files and data, are "confidential" and shall not be disclosed except as required by law or specifically authorized by the VCGCB. It is also the policy of VCGCB to ensure that all information is secured as set forth in VCGCB Information Security Policy, Memo number 06-00-003.

Under this policy, all VCGCB employees and contractors must respect the confidentiality of VCGCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with the VCGCB.

The Contractor shall notify the VCGCB Information Security Officer immediately if a suspected security incident involving the data occurs.

**ACKNOWLEDGEMENT**

I have read and understand the above statement and VCGCB Information Security Policy, Memo number 06-00-003. I understand that it is my responsibility to abide by the confidentiality policy and security policy of VCGCB and to share these contract provisions with any staff under my supervision. I understand that improper use of these systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all VCGCB files, data, information and documentation once my contract or affiliation with the VCGCB ends.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
STEVE COOLEY

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Los Angeles County, District Attorney

\_\_\_\_\_  
Affiliation (County/Vendor)

## **REVOLVING FUND PROCEDURES**

### **1. Document Substantial Financial Hardship and Immediate Need**

- a. You may pay a claimant's request for an emergency award to cover unexpected expenses that are allowed under the Program. When someone suddenly has to pay for a funeral or needs to move to ensure their safety, they may need providers to be paid immediately. Emergency awards can only be allowed in cases where there would be substantial financial hardship if an award were not paid right away and where there is an immediate need for payment to the claimant or the provider on behalf of the claimant.
- b. Substantial financial hardship means that without the emergency award the claimant cannot provide for the necessities of life including, but not limited to:
  - i. Shelter
  - ii. Food
  - iii. Medical care or
  - iv. Personal safety
- c. The inability to pay for funeral and burial expenses or crime scene clean up expenses without the emergency award can also constitute substantial financial hardship.
- d. The amount you should award depends on the claimant's immediate need. Pay just those compensable expenses that, if you did not pay them, would cause a substantial financial hardship.

### **2. Contact the Provider**

- a. Payments from the Revolving Fund should be verified:
  - i. to be a substantial financial hardship to the claimant,
  - ii. to be an immediate need, and
  - iii. that the provider will not provide services unless payment is received immediately.
- b. Prior to making payments to a provider of service on behalf of the claimant, local JP staff will contact the provider by phone to assess whether they are willing to wait for payment through the regular claims process.
- c. Document the fact that the provider will not wait for payment in the application summary.

### **3. Assess eligibility**

- a. Prior to making a payment from the Revolving Fund review the application and associated documents (per instructions in the CalVCP online manual)

to make a preliminary assessment regarding the eligibility of the application.

- b. Whenever possible determine eligibility of the application prior to issuing the Revolving Fund payment; however, if circumstances do not allow for a complete eligibility assessment, follow the instructions found in the CalVCP online manual for making an emergency award.
- c. Do not issue a Revolving Fund payment in a case where issues that may bar eligibility are clearly evident. Consult the County Liaison and Support Section if you need assistance reviewing eligibility issues in these cases.

#### 4. Issuing and Documenting the Revolving Fund Payment

- a. Check with the Liens and Overpayment Recovery Section (LORS) if there is a reimbursement source such as auto insurance, workers compensation, or civil suit on the application to get authorization to pay the bill. Using notes in the application summary, document all interactions with LORS using notes in the application summary as you would for any other bill.
- b. Confirm who needs to be paid (claimant or provider on behalf of the claimant). Obtain FIN or SSN for provider for future 1099.
- c. Each county must scan payment authorization documents into CaRES for every Revolving Fund transaction. The format of the authorization documents may differ from county to county, but at a minimum must contain the following:
  - i. CalVCP Application Number
  - ii. Date of request
  - iii. Nature of request (including amount and payee)
  - iv. Evidence of substantial financial hardship or immediate need
  - v. Status of application
  - vi. Signature of claims specialist making the request
  - vii. Signature of Victim Assistance Center Director or authorized designee approving request.
  - viii. Signature of person issuing the check.
  - ix. The person making the request, the person approving the request and the person issuing the check must be three different people.
- d. Staff must enter a note into the application summary for each Revolving Fund transaction. The note must be written according to the following format:

**REVOLVING FUND PAYMENT:** Payment in the amount of *[amount]* to *[payee]* has been issued from the Revolving Fund on date *[date]*. The Revolving Fund was used because *[document reason including substantial financial hardship/immediate need and the provider's unwillingness to wait for payment through CaRES, if applicable]*. Copies of Revolving Fund authorization documents *[authorization form and a copy of the check if available]* scanned into CaRES *[date]*.

**5. Reimbursing the Revolving Fund**

- a. The JP office should reimburse the Revolving Fund within 15 days of the time the Revolving Fund check was issued in order to keep funds flowing back into the Revolving Fund.
- b. Reimbursement to the Revolving Fund must also be documented in the application summary with a note in the following format:  
REVOLVING FUND REIMBURSEMENT B1[X:XXXXX]: This payment of [amount] to the [County Emergency Fund] is reimbursement for the Revolving Fund payment made in the amount of [amount] to [payee] on [date].

**6. Revolving Fund Disbursement Log**

- a. Use the Revolving Fund disbursement log to document all outgoing and incoming Revolving Fund transactions. This log is a tracking tool for the JP county staff, CLASS analysts and the VCGCB Office of Audits and Investigations.
- b. Assign one person in the JP office to maintain the Revolving Fund disbursement log to ensure that all required information is documented properly and reimbursement are requested promptly.
- c. The log must reflect an accurate beginning balance from July 1, 2011, and should be cumulative for the year. Outstanding items from the prior fiscal year may be included on the July, 2011, log in order to provide an accurate reconciliation.
- d. Submit the log to the VCGCB Accounting Division and to the County Liaison and Support Section monthly, via email, by the 10<sup>th</sup> day of the month following the reporting month. The document name for the log must be formatted with the county name, RFL, and date. The column containing applicant names must be omitted from the emailed version of the log to protect applicant confidentiality.

**7. Overpayments**

- a. If an overpayment is identified as a result of a mistake the JP unit made when issuing the Revolving Fund payment or when making the subsequent reimbursement to the county, the amount of Revolving Fund agreement will be reduced by the amount of the overpayment.
  - i. The JP Unit shall report any overpayments or suspected overpayments to the County Liaison and Support Section at the VCGCB as soon as said overpayments are identified.
  - ii. The County Victim Assistance Center or JP Unit is responsible for collecting the amount of an overpayment from the overpaid party.
  - iii. The County Victim Assistance Center or JP Unit is responsible for repaying the VCGCB for any overpayments identified as a result of the Contractor's failure to follow the terms established in this

agreement on an annual basis, thereby reducing the amount of this agreement.



**OVERPAYMENT CHECKLIST**

Claim Number:		Date:		
Claimant name and address:	Victim's name and address:	Filed by name and address		
Phone No:	Phone No:	Phone No.		
Date of Crime:				
Synopsis of Crime:				
Please enter a brief description of how the overpayment occurred:				
Total Overpayment \$	Overpaid Amount		Dates of Service/ Start date	Overpaid party name and address
	Claimant	Provider		
Medical Bill				
Mental Health Bill				
Relocation				
Funeral/Burial				
Income Loss				
Support Loss				
Attorney fees				
Prepared by:	Date:	Supervisor: Los Angeles	Date:	

Potential Fraud:	<input type="checkbox"/> No	<input type="checkbox"/> Yes	High Profile:	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Sensitive:	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Please enter a brief description for any Yes box checked above:								
Outcome of phone call to overpaid party:								
RECOMMENDATION: <input type="checkbox"/> Collect <input type="checkbox"/> Offset <input type="checkbox"/> Waive								
Prepared by:	Date:	Supervisor:	Date:					
QA Manager Review:	Date:	CDEO Review:	Date:					
Regional Manager Review:	Date:	DEO-VCD	Date:					

 <p><b>C A L I F O R N I A</b> <b>VCGCB</b> Victim Compensation &amp; Government Claims Board</p>	<p><b>POLICY MEMO</b></p>
<p><b>SUBJECT: Imaged Document Confidential Destruct Policy – Scan Facility</b></p>	
<p><b>DATE ISSUED: December 17, 2008</b></p>	<p><b>EFFECTIVE DATE: Immediately</b></p>
<p><b>SUPERCEDES: N/A</b></p>	<p><b>EXPIRES: Indefinite</b></p>
<p><b>MEMO NUMBER: 09-001</b></p>	<p><b>ISSUED BY: Executive Office</b></p>

**PURPOSE:** It is the policy of the Victim Compensation and Government Claims Board (VCGCB) to properly retain and dispose of documents scanned into the California Compensation and Restitution System (CaRES) in a timely manner to save storage and handling costs.

**AUTHORITY:** California Codes  
 Penal Code Section 11106.1, 11106.2  
 Evidence Code Section 1550-1553  
 Government Code Section 12159-12179.1

International Organization of Standardization  
 ISO 15489-1-Information and documentation -Records management, Part 1  
 ISO/TR 15489-2-Information and documentation -Records management, Part 2

**POLICY:** According to the California Codes, any document imaging system that does not permit additions, deletions, or changes to the original document, may be used as a photographic reproduction process to record documents, as long as a trusted system is utilized. A “trusted system” means a combination of techniques, policies, and procedures for which there is no possible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored. The CaRES claims management system is fully compliant with these requirements.

Based on these requirements, an original document that has been electronically imaged into CaRES can be destroyed when the following document guidelines and retention periods have been observed.

### Document Guidelines

All documents received by the Scan Facility are scanned in batches of like documents, such as new applications and bills, and include a batch header sheet. Quality control measures are then performed on every document released to the CaRES system. The first quality control measure is performed by the individual who scans the document; the second by the individual performing document validation; the third by the individual performing quality assurance. The document is then released to the CaRES system. The batch header sheet details the document types and the date and time the batch was scanned. Following scanning, these batches are placed in boxes labeled by batch type and divided by date and time.

### Retention Period

All paper documents that have been imaged and released into the CaRES system will be retained by the File Room for a period of twelve (12) months. This period is determined by adding twelve (12) calendar months to the date the documents were released or imported into the CaRES system. If a business unit requires an original document, they may retrieve it through the Scan Facility within twelve (12) months of the original scan date. At the end of the twelfth month, the documents will be labeled and placed in the designated Confidential Destruct location in the File Room. These documents will then immediately be scheduled for Confidential Destruct. The documents will be sent to either the State Records Center for confidential destruction or scheduled for onsite confidential shredding with a certified confidential shredding service.

If you have any questions, please contact Mary Herald, Manager, Victim Compensation Program, at (916) 491-3760.

**CONTRACTOR'S DESCRIPTION OF REVOLVING FUND PROCEDURES** Attachment VII

County Name	Prepared By:
Original Revolving Fund Contract Award:	Contract Number:
Today's Date:	Phone:

The Contractor shall submit a written description of the procedures for operating the Revolving Fund (Attachment VII to this contract). The description shall include a list of all personnel authorized to request a disbursement from the Revolving Fund, and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the fund is operated and copies of any forms that are used in the distribution of the funds.

Feel free to attach additional pages or documentation.

**Los Angeles County Chief Executive Office  
Grant Management Statement for Grants Exceeding \$100,000**

<b>Department:</b>	<b>District Attorney</b>
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<b>Grant Project Title and Description: REVOLVING FUND- VICTIMS OF CRIME</b>
<p>On behalf of the State, the Claims Verification Program (CVP) has been the major provider of comprehensive services to victims of crime for the County by processing compensation claims filed by victims and paying verified funeral/burial claims and domestic violence relocation expenses. This arrangement expedites reimbursement to crime victims, enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities, assist victims of crime by eliminating the need to postpone funerals when a provider of funeral/burial services is unwilling to wait for reimbursement from the State, and facilitates the payment of emergency relocation costs of victims of domestic violence.</p>

<b>Funding Agency</b> Victim Compensation and Government Claims Board (VCGCB)	<b>Program (Fed. Grant # /State Bill or Code #)</b> Penal Code Section 13835.2,	<b>Grant Acceptance Deadline</b> N/A
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<b>Total Amount of Grant Funding:</b> Revolving Fund		<b>County Match:</b>	
<b>Grant Period:</b>	<b>Begin Date:</b> July 1, 2011	<b>End Date:</b> June 30, 2014	
<b>Number of Personnel Hired Under This Grant:</b>	<b>Full Time:</b> <u>28</u>	<b>Part Time:</b> _____	

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program?    Yes   X   No \_\_\_\_\_

Will all personnel hired for this program be placed on temporary ("N") items?                Yes   X   No \_\_\_\_\_

Is the County obligated to continue this program after the grant expires?                    Yes \_\_\_\_\_ No   X  

If the County is not obligated to continue this program after the grant expires, the Department will:

a) Absorb the program cost without reducing other services                                    Yes \_\_\_\_\_ No   X  

b) Identify other revenue sources     Yes \_\_\_\_\_ No   X  

    (Describe) \_\_\_\_\_

c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.    Yes   X   No \_\_\_\_\_

<b>Impact of additional personnel on existing space:</b> None.
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Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_